

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re: EMAS CHIYODA SUBSEA LIMITED, <i>et al.</i>, <div style="text-align: right;">Debtors.¹</div>	§ § § § § § § § §	Chapter 11 Case No. 17-31146 (Jointly Administered)
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**CROWLEY MARITIME CORPORATION'S NOTICE OF PERFECTION OF
MARITIME LIEN PURSUANT TO SECTION 546(b)**

Crowley Maritime Corporation (“Crowley”) hereby gives notice pursuant to 11 U.S.C. § 546(b) of the perfection of its maritime and carrier liens.

1. Overview. In coordination with the Debtors, Crowley’s 455-6 barge (referred to by the Debtors as the “RB1”) was uniquely retrofitted and customized to provide supplies, mobile reel storage, spooling of pipe, and transportation of pipe spools (both empty and loaded with strings of pipe) for the Debtors and the Lewek Constellation vessel (the “Constellation”), referenced as owned by Lewek Constellation Pte. Ltd. Crowley, via the RB1, provides “necessaries” under 46 U.S.C. §31342 to the Constellation and Debtors. Support and availability for the Constellation was and continues to be the RB1’s sole function (with its customization, the RB1 can only provide services to the Constellation and cannot be used for any other purpose, as a cargo barge or otherwise). After an active seven month project to fundamentally modify the

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s tax identification number and jurisdiction of formation are as follows: EMAS CHIYODA Subsea Limited (UK) (3187); EMAS Chiyoda Subsea Inc. (Delaware) (7884); EMAS CHIYODA Subsea Marine Base LLC (Texas) (5974); Lewek Falcon Shipping Pte. Ltd. (Singapore) (041E); EMAS CHIYODA Marine Base Holding Co., LLC (Texas) (7463); EMAS Chiyoda Subsea Services Pte. Ltd. (Singapore) (333Z); EMAS-AMC Pte. Ltd. (Singapore) (0442); EMAS Saudi Arabia Ltd. (Saudi Arabia) (0669); Lewek Constellation Pte. Ltd. (Singapore) (376E); EMAS CHIYODA ROV Pte. Ltd. (Singapore) (049M); EMAS CHIYODA Subsea Services B.V. (Netherlands) (4073); EMAS CHIYODA Subsea Services (UK) Limited (Scotland) (3187); EMAS CHIYODA Subsea Services LLC (Delaware) (1728); EMAS CHIYODA Subsea (Thailand) Co., Ltd. (Thailand) (1011); Gallatin Marine Management, LLC (Delaware) (8989). The address of the Debtors’ U.S. headquarters is 825 Town & Country Ln, Suite 1500, Houston, TX 77024.

RB1 (including extensive structural alterations and the integration of ballast transfer, hydraulic, electrical, and other systems above and below deck), it is the only barge in the world capable of supporting and enabling the Constellation's rigid pipelay ability, rendering the RB1 critical to the functional project purposes of the Constellation. Since January 2015, the RB1 has been exclusively dedicated to and under the control of the Debtors.

2. As of the Petition Date, Crowley was owed at least \$1,361,558.20 in unpaid monthly invoices under its charter party for the RB1. Crowley continues to accrue damages at a rate of at least \$9,300 per day since the Petition Date, plus interest and fees. Crowley also faces damages from any failure of the Debtors to restore the RB1 to its original condition upon a final redelivery of the RB1. While all maintain that Crowley and the RB1 are critical to projects involving the Constellation, Crowley has yet to receive any payment since the filing of the Bankruptcy Cases.

3. Liens. Crowley is a secured creditor as a result of a general maritime lien under 46 U.S.C. §31342 and asserts *in rem* secured claims in the amount of at least \$1,361,558.20, plus interest and fees, accruing daily damages, and restoration costs. Crowley's maritime lien is both against the Constellation and against the fixtures, appurtenances, improvements, equipment and apparel – specifically including the four spools of pipe – and infrastructure installed by the Debtors on the RB1. Crowley also holds, among other secured rights, a carrier's lien against all assets, fixtures, appurtenances, improvements, equipment and apparel on the RB1, including by 7.07 TBCC. *See also* Dkt. No. 242 at p. 30; Crowley Proof of Claim No. 316; *Int'l Marine Towing, Inc. v. S. Leasing Partners, Ltd.*, 722 F.2d 126, 130 (5th Cir. 1983); (bareboat charters are essentially agreements maritime in nature, with maritime liens arising therefrom); *U.S. v. F/V Sylvester F. Whalen*, 217 F. Supp. 916, 917 (D. Me. 1963) (items of equipment installed aboard a

vessel which become an integral part of the vessel are subject to the maritime liens). Crowley's carrier and maritime liens result against the assets and the Constellation (including sale proceeds) also through the RB1's dedicated and exclusive capacity to the Constellation.

4. Crowley reserves the right to supplement and/or amend this notice. Crowley further reserves all rights under applicable law.

Dated: May 19, 2017

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/s/ Michael Fishel

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CERTIFICATE OF SERVICE

I hereby certify that on the 19th day of May, 2017, a copy of the foregoing Notice of Perfection of Maritime Lien Pursuant to Section 546(b) was filed electronically with the Clerk of Court using the CM/ECF system. Notice of this filing will be sent to all counsel and/or parties by operation of the court's electronic filing system.

/s/ Michael Fishel

Michael Fishel